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Page 1 of

CONTRACT

PURCHASING OFFICE:

Department Name
Department of Indian Affairs & Northern Development
Mailing Address
10-Wellington
Gatineau, Quebec
K1A 0H4

CONTRACT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Name		
QMR Consu	ilting and Professional Staffing	
Address		**************************************
/5 Albert St Ottawa, Ont	reet, Ste. 906	
K1P 5E7	ma as	

INAC File No. 1000195304	
Date of Contract (YYYYMMDD) 2017-10-30	
Contract No. 4500370660	
Financial Code(s) 120 A4125-ND7A-A0008-	54801
Destination(s) of Services 10 Wellington, Gatineau,	Quebec, K1A 0H4
Invoices are to be submitted by CFObmuFINANCE@ass	y Email to: Inc-aande.ge.ca
Address inquiries to: deborah.cacciato@aadne	-aande,gc.ca
Telephone Number	Facsimile Number
(819) 956-3606	(819) 953-7721
Total Estimated Cost	
\$112,872.40	
\$112,872.40	
\$112,872.40) Excluded
\$112,872,40 Applicable Taxes included For the Minister Signing Authority Name) Excluded
\$112,872,40 Applicable Taxes included For the Minister	
S112,872,40 Applicable Taxes Included For the Minister Signing Authority Name Deborah Cacciato Signing Authority Title	

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CONTRACTIVITY CONTRACTIVITY CONTRACTIVITY CONTRACTOR

The Contractor's THS Supply Arrangement (SA) No. EN578-060502 and Annexes are hereby incorporated into and form part of this Contract by reference.

Requirement Summary

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

2. Classification of Personnel Required; In accordance with THS Supply Arrangement

Below is a list of the classification of personnel required to fulfill this requirement and it is in accordance with THS Supply Arrangement:

Stream 5 - Professional Services, Substream 5A - Financial Management

The following table lists the name of the THS resource; information regarding the THS requirement; and Firm hourly rates and total cost of contract.

Lat 8-12 (2.11) 11.4.789	Stream number & Classification / Sub Classification	Level of Expertise	Name of Proposed Resource	No. of Hours	Firm Hourly Rate (GST/ HST extra)	Total Evaluated Cost
1a	Stream 5 - Professional Services, Substream 5A - Financial Management	Senior	Cynthia,			
***************************************			T	tal Esti	mated Cost:	\$107,497.50
			Applical	ile Taxe	is GST (5%):	\$5,374.88
				***************************************	TOTAL:	\$112,872.40

3. Work Location

Department of Indian Affairs and Northern Development 10 Wellington Gatineau, Quebec K1A 0H4

Communiqué en vertu de la

CONTRACT NO: 4500370660

l'information

Articles of Agreement

1. Security Requirement

- 1.1 The Contractor must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian and Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/ PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/ PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - THS Generic Security Requirements Check List EN578-060502-SA1 attached at Annex "C" of the Contractor's Supply Arrangement for Temporary Help Services, incorporated herein by reference.
 - 2. Industrial Security Manual (Latest Edition).

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work.

THS resource(s) must meet the Minimum Mandatory Qualifications detailed in the THS Supply Arrangement for the applicable classification and level of expertise.

Classifications Table of Contents (Version 1)

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by <u>Public Works and Government Services Canada</u>.

3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period from date of Contract Award to March 31, 2018.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Deborah Cacciato
Department of Indian Affairs & Northern Development
Procurement Services Section
10 Wellington, 13th Floor, Rm. 169
Gatineau, Quebec
K1A 0H4

Telephone: (819) 956-3606

Email: deborah.cacciato@aadnc-aandc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Foresa Velis
Senior Analysi
Transfer Payments Advisory Service
Department of Indian Affairs & Northern Development
46 Wellington
Gatineau, Quebec
K1A 0H4

Telephone: (819) 639-0010

Email: teresa.velis@aadnc-aandc.cc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Communiqué en vertu de la

CONTRACT NO. 4500370660

1'information

5.3 Contractor's Representative

QMR Consulting & Professional Staffing 75 Albert Street, Ste. 906 Ottawa, Ontario

Ottawa, Ontario K1P 5E7

Attention:

Director of Sales

Telephone:

Email:

@qmrconsulting.com

6. Payment

6.1 Basis of Payment

The Contractor will be paid firm hourly rates as indicated herein, for work performed in accordance with the Contract. Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

6.2 Limitation of Expenditure

- Canada's total liability under the Contract will not exceed \$107,497.50 GST extra.
- No increase in the total liability of Canada or In the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority for the Contract, prior to their incorporation into the Work.

The Contractor will not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Contracting Authority in writing as to the adequacy of this sum when:

I. it is 75 percent committed, or

ii. four (4) months prior to the Contract end date, or

iii. If the Contractor considers the funds provided are inadequate for the completion of the Work, whichever comes first.

The above limitation of expenditure amount is included for the administrative purposes of Canada only and does not represent any commitment on the part of Canada to pay any amounts except as expressly set out in this Contract.

In the event that the notification refers to inadequate funds, the Contractor will
provide to the Contracting Authority in writing, an estimate for the additional
funds required. Provision of such notification and estimate for the additional
funds does not increase Canada's liability.

6.3 Goods and Services Tax / Harmonized Sales Tax (GST/HST)

- All prices and amounts of money in the Call-up/Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

7. Method of Payment

Payment by Canada for the Work will be made following delivery, Inspection and acceptance of the Work and upon presentation of invoices and any other substantiating documentation as Canada requires.

Payment by Credit Card:

Canada will pa	y involces on contract	s against the S	Supply Arrangement by:	
Visa Mastero X Direct D				

8. Audit

All costs and charges to the Contract may be verified by Canada before or after payment is made to the Contractor under the terms and conditions of the Contract.

The amount claimed under the terms and conditions of the Contract, as computed in accordance with the Basis of Payment, is subject to government audit.

Any payments made pending completion of the audit will be regarded as interim payments only and will be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it will be refunded promptly to Canada. Supporting information for each element of cost will be available and will be in sufficient detail that an in-depth audit can be performed.

9. Suitability of Services

All services rendered may be reviewed within a reasonable time from commencement of the Contract on the basis of quality and adherence to Canada's schedule and standards.

Resources assigned must be capable of performing the Contract at a level of competence considered acceptable by Canada.

Should resources be found unsuitable and the Contractor is notified within four (4) hours from the commencement of the start of his/her services, Canada will not be liable for payment to the Contractor for that period.

Page 6 of 10

10. Access to Canada's Facilities

- The Contractor resource may be required to perform the work on-site in Canada offices or off-site at the Contractors facilities, where applicable.
- Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
 - i. Designated User's premises:
 - ii. Designated User's computer systems (micro computer network);
 - iii. Documentation:
 - iv. Personnel for consultation; and,
 - v. Office space, telephones, desk space, manuals and terminals.
- Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
- Subject to the approval of Canada, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Canada's convenience.

11. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

12. SACC Manual Clauses

The following table lists the Standard Acquisition Clauses and Conditions (SACC) manual clauses applicable:

Number	Date	Description
A7017C	2008-05-12	Replacement of Specific Individuals
B9028c	2007-05-25	Access to Facilities and Equipment
A9062C	2011-05-16	Canadian Forces Site Regulations
A9068C	2010-01-11	Government Site Regulations
C0711C	2008-05-12	Time Verification
C0705C	2010-01-11	Discretionary Audit

13. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

14. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- 1. the Articles of Agreement;
- 2010B (2016-04-04) Conditions Professional Services (Medium Complexity);
- 3. Annex A Statement of Work:
- Security Requirements Check List EN578-060502-SA1
- the Contractor's THS Supply Arrangement (SA) No.EN578-060502;
- the Contractor's bid dated October 10, 2017.

Communiqué en vertu de la

CONTRACT NO: è4500370660

l'information

ANNEX A

STATEMENT OF WORK

1. BACKGROUND

Indian Affairs and Northern Affairs Canada (DIAND), Transfer Payments Advisory Services (TPAS) unit provides ongoing advisory and support services to clients, both internal and external to the Department, who are mandated to provide effective, high quality services which benefit the Indigenous communities it serves.

The TPAS unit provides advisory and support services through the ongoing development and refinement of its policies, directives, guidebooks etc., and other related activities, including the:

- Development of National Funding Agreements Models
- Development of Guidelines, Information Bulletins and Best Practices
- Enhancement of Stakeholders' Engagement
- Establishment of Funding Agreement Service Standards
- Grants and Contributions Information Management System (GCIMS)
- Integrated Management Control Framework for Grants and Contributions
- National Monitoring, Compliance and Reporting
- National Oversight on Grants and Contributions Management
- Recipient Audit Plan
- National Transfer Payment Management Training

2. REQUIREMENT

Transfer Payments Advisory Services (here on referred to as the "project authority") is seeking the services of a Financial Management Consultant.

3. TASKS AND DELIVERABLES

- The development of policies, directives and related materials in alignment with the Government of Canada Initiatives pertaining to the New Fiscal Relationship with Indigenous communities:
- Inter and intra-departmental consultations on policy related initiatives; and,
- Ongoing revision and refinement of DIAND's existing policy suite pertaining to Transfer Payments management practices.
- Formulating of proposals for new government regulations, policies, directives and guidelines pertaining to Grants and Contributions management in alignment with the frameworks of Treasury Board Secretariat, Office of Auditor General, etc.
- Providing advice regarding the financial and non-financial implications of changes in the Grants and Contributions programs:
- Providing advice and guidance to management on all matters pertaining to Grants and Contributions reporting, monitoring and control;
- Providing advisory services to ensure understanding, acceptance, uniform implementation and effectiveness of new or revised financial and operational management policies;
- Promoting acceptance of new grants and contributions practices, systems and procedures;

Page 9 of 10

Communiqué en vertu de la

CONTRACT NO:ès4500370660 l'information

- Coordinating TPAS responses to the reports of the Auditor General or to internal stakeholders;
- Monitoring Grants and Contributions funding agreements to ensure that all terms and conditions are met;
- Support of the policy reviews pertaining to the predictability and sufficiency of funding as well as mutual accountability of Indigenous Recipients and the Department.
- Provide timely deliverables to a quality standard acceptable to the Department such as responses to client's requests; prepare PowerPoint presentations and/or decision notes to management, provide analysis, etc.

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Loi sur l'Accès à

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Order No. N° de la commande 4500370271

Page: 2

Stream 1 - Office Support - Senior Records Management Clerck

Temporary Services Start and end Date;

October 19, 2017 to January 12, 2017 (13 weeks)

Resource: Christian Saumure

Invoices to be submitted to;

Marilyne, beland @irsad-sani.gc.ca

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Public Works and Government Travaux publics et Services Services Canada

gouvernamentaux Canada

PURCHASING OFFICE - BUREAU DES ACHATS

Department of Indian Affairs and Northern Development

10 Wellington Street, Room 195 Gatineau, Quebec K1A 0H4

CONTRACT - CONTRAT

Canada accepts your bid to provide to Canada the goods, services or both described in the Contract in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission de fournir au Canada les blens, services ou les deux décrits dans le contrat conformément aux conditions et aux prix prévus au contrat.

Name and Address of Contractor Nom et adresse de l'entrepreneur

Altis Human Resources Inc. 102 Bank St. Suite 302 Ottawa, ON

K1P5N4

ATTN:

@AltisProfessional.com

THS SA

EN578-060502/141/ZT

Ganada

PWGSC-TPSGC 9400-4 (02/2014)

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The Contractor's THS Supply Arrangement (SA) no. EN578-060502/141/ZT and Annexes are hereby incorporated into and form part of this Contract by reference.

Requirement Summary

1. Statement of Work

See Annex "A"

2. Classification of Personnel required; in accordance with THS Supply Arrangement

Below is a list of the classification of personnel required to fulfill this requirement and it is in accordance with THS Supply Arrangement

The following table lists the names of the THS resources; information regarding the THS requirement; and Firm hourly rates and total cost of contract.

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am 1 - Office ort - Accounting	Intermediate	Parisa Rokhbakhsh	**	27 P	\$7,334.10
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3. Work Location

10 Wellington St. Gatineau, Quebec K1A 0H4

Amendment Number 1

All correspondence and invoices must show the file and Contract number

Contract Number: 4500370660	File Number: 1632-11/4500370660
QMR Consulting and Professional Staffing 75 Albert Street, Suite 906 Ottawa, ON K1P 5E7	THS - Pinancial Management Senior
	2018-01-30

The Contractor shall continue to provide the services in accordance with the terms and conditions of the original Contract and all amendments thereto. The Contract is amended as follows:

1)On page one - Total Estimated Cost:

DELETE: \$112,872.40

INSERT: \$\$238,160.72

2) Under Requirement Summary - 2. Classification of Personnel Required; in accordance with THS Sumply Arrangement:

DELETE:

Resource Reference	Stream number & Classification / Sub Classification		Name of Proposed Resource	No. of Hours	3 0	Total Evaluated Cost
18	Stream 5 - Professional Services, Substream 5A - Financial Management	Senior	Cynthia Beeman			\$107,497.50
				Total	Estimated Cost	\$107,497.50
			,	Applicable	Taxes GST (5%):	\$5,374.88
				***************************************	TOTAL:	\$112,872.40

Contract 4500370660

Released under the Access to Information Act Communiqué en vertu de la Loi sur l'Accès à l'information

INSERT:

Resource Reference	Stream number & Classification / Sub Classification	Level of Expertise	Name of Proposed Resource	No. of Hours	Firm Hourly Rate (GST/ HST extra)	Total Evaluated Cost
1 a	Stream 5 - Professional Services, Substream 5A - Financial Management	Senior	Cynthia Beeman From Contract award to February 2, 2018			\$70,948.35
1a	Stream 5 - Professional Services, Substream 5A Financial Management	Senior	Hugh MacEachern From February 5,2018 to August 31, 2018			\$155,871.38
The state of the s				Total	Estimated Cost:	\$226,819.73
		***************************************	A	pplicable 1	Faxes GST (5%):	\$11,340.99
					TOTAL:	\$238,160.72

3) Under Clause 4.1 - Period of Contract:

DELETE: The Work is to be performed during the period from date of Contract Award to March 31, 2018

INSERT: The Work is to be performed during the period from date of Contract Award to August 31, 2018

4) Under Clause 6.2 Limitation of Expenditure:

DELETE: Canada's total liability under the Contract will not exceed \$107,497.50 GST extra.

INSERT: Canada's total liability under the Contract will not exceed \$226,819.73 GST extra.

All other terms and conditions remain the same.

Released under the Access to Information Act Communiqué en vertu de la Loi sur l'Accès à l'information

Contract 4500370660

Original Contract value	\$112,872.40
Not change by amendment numbers NA	\$0.00
This amendment number 1	\$125,288.32
Revised total value of Contract	\$238,160.72
We acknowledge receipt of this Amendment number 1 and agree to the Terms and Conditions set out therein	Signed, sealed and delivered on behalf of Her Majesty
Jan 30, 2018 Contractor Dan Moorcroft, President/	Sophie Champagne Date

Travaux publics et Serviços gouvernementaux Canada Released under the Access to Information Act
Communique on vertu de la Loi sur l'Accès à Loi d'Information

Articles of Agreement

1. Security Requirement

- 1.1 The Contractor must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian and Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/ PWGSC.
- 1.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/ PWGSC.
- 1.5 The Contractor must comply with the provisions of the:
 - THS Generic Security Requirements Check List EN578-060502-SA1, EN578-060502-SA2, attached at Annex "C" of the Contractor's Supply Arrangement for Temporary Help Services, incorporated herein by reference.
 - 2. Industrial Security Manual (Latest Edition).

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work.

THS resource(s) must meet the Minimum Mandatory Qualifications detailed in the THS Supply Arrangement for the applicable classification and level of expertise.

Classifications Table of Contents (Version 1)

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by <u>Public Works and Government Services Canada</u>.

3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from October 16, 2017 to January 8, 2018 inclusive.



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5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:

Alma Moyeda

Title: Department: Procurement Officer

Directorate:

Department of Indian Affairs and Northern Development

Address:

Materiel and Assets Management Directorate 10 Wellington St. Gatineau, Quebec K1A 0H4

Telephone:

(819) 953-6153

Facsimile:

(819) 953-7721

E-mail address: <u>alma.moyeda@canada.ca</u>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Emile Wandji

Title:

Director

Department:

Department of Indian Affairs and Northern Development

Directorate:

Corporate Accounting and Reporting Directorate 10 Wellington St. Gatineau, Quebec K1A 0H4

Address: Telephone:

(819) 934-0564

Facsimile:

(819) 953-3915

E-mail address:

Emile.Wandji@aadnc-aandc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Altis Human Resources Inc. 102 Bank St. Suite 302 Ottawa, ON K1P 5N4

Name:

Title:

Telephone:

Facsimile:

E-mail address:

@AltisProfessional.com

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6. Payment

6.1 Basis of Payment

The Contractor will be paid firm hourly rates as indicated herein, for work performed in accordance with the Contract. Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

6.2 Limitation of Expenditure

- 1. Canada's total liability under the Contract will not exceed \$ 37,414.35 GST or HST extra.
- 2. No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority for the Contract, prior to their incorporation into the Work.

The Contractor will not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Contracting Authority in writing as to the adequacy of this sum when:

i. it is 75 percent committed, or

ii. four (4) months prior to the Contract end date, or

iii. If the Contractor considers the funds provided are inadequate for the completion of the Work, whichever comes first.

The above limitation of expenditure amount is included for the administrative purposes of Canada only and does not represent any commitment on the part of Canada to pay any amounts except as expressly set out in this Contract.

 In the event that the notification refers to inadequate funds, the Contractor will provide to the Contracting Authority in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

6.3 Goods and Services Tax / Harmonized Sales Tax (GST/HST)

- All prices and amounts of money in the Call-up/Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 2. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

6.4 Method of Payment

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work and upon presentation of invoices and any other substantiating documentation as Canada requires.

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7. Audit

All costs and charges to the Contract may be verified by Canada before or after payment is made to the Contractor under the terms and conditions of the Contract.

The amount claimed under the terms and conditions of the Contract, as computed in accordance with the Basis of Payment, is subject to government audit.

Any payments made pending completion of the audit will be regarded as interim payments only and will be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it will be refunded promptly to Canada. Supporting information for each element of cost will be available and will be in sufficient detail that an in-depth audit can be performed.

8. Suitability of Services

All services rendered may be reviewed within a reasonable time from commencement of the Contract on the basis of quality and adherence to Canada's schedule and standards. Resources assigned must be capable of performing the Contract at a level of competence considered acceptable by Canada.

Should resources be found unsuitable and the Contractor is notified within four (4) hours from the commencement of the start of his/her services, Canada will not be liable for payment to the Contractor for that period.

9. Access to Canada's Facilities

- The Contractor resource may be required to perform the work on-site in Canada offices or off-site at the Contractors facilities, where applicable.
- Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
 - i. Designated User's premises:
 - ii. Designated User's computer systems (micro computer network);
 - iii. Documentation:
 - iv. Personnel for consultation; and,
 - v. Office space, telephones, desk space, manuals and terminals.
- Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
- Subject to the approval of Canada, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Canada's convenience.

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10. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. SACC Manual Clauses

The following table lists the Standard Acquisition Clauses and Conditions (SACC) manual clauses applicable:

Number	Date	Description
A7017C	2008-05-12	Replacement of Specific Individuals
B9028c	2007-05-25	Access to Facilities and Equipment
A9062C	2011-05-16	Canadian Forces Site Regulations
A9068C	2010-01-11	Government Site Regulations
C0711C	2008-05-12	Time Verification
C0705C	2010-01-11	Discretionary Audit

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- 1. the Articles of Agreement;
- 2. 2010B (2016-04-04) Conditions Professional Services (Medium Complexity);
- 3. Annex "A" Statement of Work;
- 4. Annex "B" Security Requirements Check List;
- 5. the Contractor's THS Supply Arrangement (SA) no. EN578-060502/141/ZT
- 6. the Contractor's bid dated September 21, 2017

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ANNEX "A" STATEMENT OF WORK

TITLE: ACCOUNTING CLERK

SW1 BACKGROUND

To ensure service delivery in line with the service standards, the Accounting Hub of the Corporate Accounting and Reporting Directorate (CARD) within Corporate Accounting And Materiel Management (CAMM) needs temporary resources to backfill vacant positions due to employee departure, on assignment and on leave.

SW2 SCOPE OF WORK

Director of CARD requests the assistance of five (5) Intermediate Accounting Clerks to provide support to process accounting transactions, including reviewing client requests, entering transaction data in SAP, and following up on outstanding issues.

SW3 TASKS

Responsibilities will include but are not limited to:

- Review client payment requests based on a 5-point checklist
- Enter payment data into SAP
- Verify status of the payment transaction
- Enter Journal voucher for correcting entries
- Process interdepartmental settlement transactions
- Respond to questions and provide guidance to clients

SW4 LEVEL OF EFFORT

Temp Help services are required, on the basis of five-day per week.

SW5 DEPARTMENTAL SUPPORT

The following departmental support will be offered and completed by the Project Authority:

- Logistics facilities (room and computer, boardroom) within DIAND,
- Providing all documentation required/requested by the resource such as background documentation.



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ANNEX "B" - SECURITY REQUIREMENTS CHECK LIST (SRCL)

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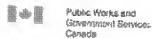
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